

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days of the expiration of the contract; provided that the Government gives the Contractor a preliminary notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed one hundred and five (105) months.

(End of Clause)

The DADS II contract has a nine (9) month Base Period, and eight (8) one (1) year Option Periods. The contract Base Period and Option Periods are as follows:

|                          |                                    |
|--------------------------|------------------------------------|
| Contract Base Period     | September 29, 2007 – June 30, 2008 |
| Contract Option Period 1 | July 1, 2008 – June 30, 2009       |
| Contract Option Period 2 | July 1, 2009 – June 30, 2010       |
| Contract Option Period 3 | July 1, 2010 – June 30, 2011       |
| Contract Option Period 4 | July 1, 2011 – June 30, 2012       |
| Contract Option Period 5 | July 1, 2012 – June 30, 2013       |
| Contract Option Period 6 | July 1, 2013 – June 30, 2014       |
| Contract Option Period 7 | July 1, 2014 – June 30, 2015       |
| Contract Option Period 8 | July 1, 2015 – June 30, 2016       |

### H.2 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any written commitment by the Contractor within the scope of this contract **shall** be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment **shall** render the Contractor liable for liquidated or other damages due to the Government under the terms of this contract. For the purpose of this contract, a written commitment by the Contractor is limited to the proposal, inclusive of the oral presentation, submitted by the Contractor, and to any specific written modifications to the proposal.

Written commitments by the Contractor are further defined as including:

1. Any warranty or representation made by the Contractor in a proposal as to hardware or software performance; total systems performance; other physical, design, or functioning characteristics of a machine, software package, or system, or installation date;
2. Any warranty or representation made by the Contractor concerning the characteristics of items described in (1) above made in any publications, drawings, or specifications accompanying or referred to in a proposal;
3. Any modification of or affirmation or representation as to the above information and items, which is made by the Contractor in or during the course of negotiations, whether or not incorporated into a formal amendment to the proposal in question.

### H.3 CAR 1352.209-71 ORGANIZATIONAL CONFLICT OF INTEREST (MAR 2000)

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure **shall** include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions, which **shall** conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

(End of Clause)

#### H.4 CAR 1352.231-70 DUPLICATION OF EFFORT (MAR 2000)

The Contractor hereby certifies that costs for work to be performed under this contract and any subcontract here under is not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The Contractor agrees to advise the Contracting Officer, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract. The Contractor also certifies and agrees that any and all work performed under this contract **shall** be directly and exclusively for the use and benefit of the Government, and not incidental to any other work, pursuit, research, or purpose of the Contractor, whose responsibility it will be to account for it accordingly.

(End of Clause)

#### H.5 KEY PERSONNEL

- (a) The Contractor **shall** assign to this contract key personnel designated in its proposal.
- (b) The key personnel for this contract **shall** be assigned and available starting from the date of contract award.
- (c) During this contract the Contractor **shall** make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or at the request of the Government. The Contractor **shall** notify the Contracting Officer within fifteen (15) calendar days after the occurrence of any of these events and provide the information required by paragraph (d) below.
- (d) The Contractor **shall** provide a detailed explanation of the circumstances necessitating the proposed substitution(s), complete resume(s) for the proposed substitute(s), and any additional information requested by the Contracting Officer. Proposed substitute(s) **shall** have comparable qualifications to those of the person(s) being replaced. The Contracting Officer will notify the Contractor within fifteen (15) calendar days after receipt of all required information of the decision on substitution(s). The contract will be modified to reflect any approved change(s) of key personnel.

**H.6 NOTICE TO THE GOVERNMENT OF DELAYS**

In the event the Contractor encounters difficulty in meeting performance requirements or delivery schedules, the Contractor **shall** immediately notify the Contracting Officer and/or the Contracting Officer's Technical Representative(s), in writing, giving pertinent details. The notification **shall** be for information purposes only and **shall** not be construed as a waiver by the Government of any delivery requirements.

**H.7 AUTHORITY TO OBLIGATE THE GOVERNMENT**

The Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

**H.8 CAR 1352.233-70 HARMLESS FROM LIABILITY (MAR 2000)**

The Contractor **shall** hold and save the Government, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the Contractor, or any Subcontractor, their employees, agents, etc.

(End of Clause)

**H.9 CAR 1352.209-73 COMPLIANCE WITH LAWS (MAR 2000)**

The Contractor **shall** comply with all applicable laws and rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees necessary for such performance, and **shall** procure such permits, licenses and other required authorizations from the United States and from State and Local authorities as may be necessary in connection with beginning or carrying on to completion of the contract work, and **shall** at all times comply with all United States, State and Local laws in any way affecting the contract work.

(End of Clause)

**H.10 OBTAINING TAXPAYER IDENTIFICATION NUMBERS**

(a) This clause applies to those Contractors who are unincorporated individuals or partners acting as individuals who receive payments from the Government totaling \$600.00 or more in a calendar year under purchase orders or contracts.

(b) Contractors who meet the requirements in paragraph (a) above, **shall** furnish their taxpayer identification number (employer identification number or social security number) with the first voucher (invoice) submitted for payment. Failure or refusal by the Contractor to furnish this information may result in a deduction of an amount equal to 20% of payments otherwise due and payable under this contract.

(c) The taxpayer identification number will be used by agencies in completing Internal Revenue Service (IRS) Forms 1099-MISC: Statement for Recipients of Miscellaneous Income, for the IRS.

**H.11 SUBSTITUTION OF EQUIPMENT**

This clause acknowledges that from time to time some of the contracted for equipment may not be readily available or may permanently go out of production. The Contractor may request a one time or permanent

substitution of one or more contract line items. Such requests must be made in writing to the Contracting Officer.

- (a) The replacement item(s) must meet or exceed all contract specifications applicable to the item(s) replaced;
- (b) The replacement item(s) must be acceptable to the Contracting Officer;
- (c) The replacement item(s) **shall** not result in any delays to the production schedule;
- (d) The Contracting Officer must approve the replacement item(s) in writing.

Contractor requests for a replacement **shall** not extend the required delivery dates of any items. The Government and the Contractor may mutually agree to a reasonable extension upon acceptance of a replacement.

#### H.14 SUBCONTRACT REPORTS

Section C.5.10 – Subcontracting describes the subcontracting requirements of this contract. The Contractor **shall** submit subcontract reports (see paragraphs a and b) in connection with the performance of this contract; a report for subcontracting under this particular contract and a summary report when applicable on subcontracts in all contracts between the Contractor and the Department of Commerce, which contain subcontract goals for awards to small business and small disadvantaged business concerns.

- a) The Contractor **shall** submit a subcontracting report to this contract on a Standard Form 294. The report **shall** be submitted semi-annually in accordance with the General Instructions on the reverse side of the form. The report **shall** be submitted to:

##### Distribution

Copy

##### Addressee

Census Bureau  
Attn: Acquisition Division  
4600 Silver Hill Road  
Washington, DC 20233

Original

U.S. Department of Commerce  
The Office of Small and Disadvantaged Business  
Utilization  
Room H6411  
Washington, DC 20230

- b) The Contractor **shall** submit a summary subcontract report on all of its contracts with the Department of Commerce, which have subcontracting goals on Standard Form 295. The report **shall** be submitted quarterly in accordance with the General Instructions on the reverse side of the form, or annually if the subcontracts are covered by an approved company-wide annual subcontracting plan for commercial products. The report **shall** be submitted no later than fifteen (15) days following the close of each calendar quarter. The report **shall** be submitted to the addresses listed in (a) above.

#### H.15 EXCLUSIONS FROM DADS PARTICIPATION

The Census Bureau currently has contracts and agreements to provide consulting services and technology assessment services. One of the requirements of these contracts and agreements, agreed to by these

Contractors and their Subcontractors prior to award of their individual contracts with the Census Bureau, specified that awardees of and participants in these contracts (including Subcontractors and their employees who worked on these contracts) and any resulting task orders are precluded from participating in any competitive commercial contracts for the 2010 Decennial Census. Contractors **shall** therefore be aware that a conflict of interest may arise if personnel assigned to DADS were involved in the contracts described above. The Census Bureau should be contacted if this situation occurs. Any resolution of conflicts of interest will be posted on the DADS web page at [www.census.gov/](http://www.census.gov/). A list of the companies and Subcontractors who performed under these contracts are as follows:

The MITRE Corporation  
ERIMAX, Inc  
GARTNER Corporation  
Bearing Point Incorporated

#### **H.16 CAR 1352.209-72 RESTRICTION AGAINST DISCLOSURE (MAR 2000)**

The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government and designated by the Contracting Officer or Contracting Officer's Technical Representative in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement.

The Contractor agrees that it will not disclose any information described in the paragraph above to any person or individuals unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of Clause)

#### **H.17 CAR 1352.228-70 INSURANCE COVERAGE (MAR 2000)**

Pursuant to the clause "Insurance - Work on a Government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

- (a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they **shall** be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 **shall** be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability.

1. The Contractor **shall** have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
2. Property Damage Liability Insurance **shall** be required in the amount of

\$1,000,000.

- (c) Automobile Liability. The Contractor **shall** have automobile liability insurance written on the comprehensive form of policy. The policy **shall** provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States **shall** provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- (d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor **shall** have aircraft public and passenger liability insurance. Coverage **shall** be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury **shall** be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of Clause)

#### **H.18 CAR 1352.228-71 DEDUCTIBLES UNDER REQUIRED INSURANCE COVERAGE (MAR2000)**

The following requirements also apply to this contract:

- a. The Contractor is required to present evidence of the amount of any deductibles in its insurance coverage.
- b. For any insurance required pursuant to 1352.228-70, *Insurance Coverage*, the Contractor's deductible is not allowable as a direct or indirect cost under this contract. The Government is not liable, and cannot be invoiced, for any losses up to the minimum amounts of coverage required in subsections (a) through (d) above. If the Contractor obtains an insurance policy with deductibles, the Contractor, and not the Government, is responsible for any deductible amount up to the minimum amounts of coverage stated.
- c. If the Contractor fails to follow all procedures stated in this subsection and in FAR 52.228-7(g), any amounts above the amount of the obtained insurance coverage which are not covered by insurance will not be reimbursable under the contract.

(End of Clause)

#### **H.19 CAR 1352.228-72 DEDUCTIBLES UNDER REQUIRED INSURANCE COVERAGE (MAR2000)**

When the Government is injured, wholly or partially as a result of the Contractor's actions and such actions are covered by the insurance required by 1352.228-70, *INSURANCE COVERAGE*, the Government is entitled to recover from the Contractor the full amount of any such injury attributable to the Contractor regardless of any deductible. The Contracting Officer may offset the amount of recovery against any payment due to the Contractor.

(End of Clause)

**[End Section H]**